

# **EXHIBIT 18**

Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
Tel. 215.963.5000  
Fax: 215.963.5001  
www.morganlewis.com

**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

**William P. Quinn, Jr.**  
215.963.5775  
wquinn@morganlewis.com

**VIA EMAIL**

November 19, 2010

Aaron M. Panner, Esquire  
Kellogg, Huber, Hansen, Todd, Evans & Figel, P.L.L.C.  
Sumner Square  
1615 M Street, N.W., Suite 400  
Washington, DC 20036-3209

Re: *Tassimo Supply and License Agreement, dated August 9, 2006 and the Starbucks Tassimo Supply and License Agreement, dated July 27, 2007 (collectively, the "Tassimo Agreements")*

Dear Mr. Panner:

We write to express our concern regarding Starbucks' recent public comments, and consequent public speculation, suggesting that it plans to enter the single-serving coffee machine market. As you know, the Tassimo Agreements preclude Starbucks from selling such machines in the distribution channels covered by those agreements. Therefore, Kraft is perplexed by (i) statements attributed to Howard Schultz that Starbucks "intends to sell single-service coffee machines and instant coffee pods to accompany them"; (ii) the ambiguous "clarifying" press release Starbucks issued on November 12, 2010; and (iii) yet another press release stating that Starbucks is not planning to launch its own single-serving coffee brewer "at this time." Kraft finds these developments particularly disconcerting in light of the fact that, at Starbucks' insistence, Kraft shared highly confidential trade secret information relating to the single-serving coffee market in connection with the companies' recent discussions to expand the scope of their partnership in connection with Tassimo.

Based on the timing and ambiguity of statements made by Starbucks, Kraft reasonably believes that Starbucks has violated, or in the near future will violate, Kraft's rights under the Tassimo Agreements. We therefore request that you provide answers to the following questions in order to shed light on Starbucks' past actions and future intentions with respect to the single serving coffee market:

1. Has Starbucks conducted any analyses, formulated any plans and/or made any arrangements to facilitate its entry into the business of marketing, distributing, or selling,

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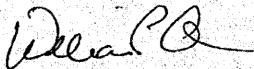
either directly or through any third party, single-service beverage machines or beverage discs or pods other than in Starbucks cafes?

2. Has Starbucks entered into, or considered entering into, any contracts relating to the manufacture, promotion, marketing or sale of single-service beverage machines or beverage discs or pods outside Starbucks cafes?
3. Has Starbucks taken and/or does Starbucks intend to take, any action that could constitute a violation of the Tassimo Agreements if those agreements were to remain in effect through December 31, 2011? If so, please describe the nature of those actions.

Kindly provide us with Starbucks' responses to these questions no later than close of business on November 22, 2010.

Finally, there is considerable evidence that Starbucks' public statements about its plans for the single serving beverage market is creating uncertainty and confusion in the marketplace and, moreover, threatens to do tremendous damage to the Tassimo business at a critical time of the year. Kraft will hold Starbucks fully accountable for any such harm that results from a failure by Starbucks to honor its legal obligations to Kraft.

Very truly yours,



William P. Quinn, Jr.